

THE LAW FIRM OF
JOSEPH V. SHERMAN
A PROFESSIONAL CORPORATION

324 WEST FREEMASON STREET
NORFOLK, VIRGINIA 23510
JVS@LAWYER.COM
(757)350-8308

December 27, 2022

HAND DELIVERED

Jeffrey Reichert
3812 Bruce Road
Chesapeake, VA 23321

Mr. Wayne Lynch
3812 Bruce Road
Chesapeake, VA 23321

Re: Lynch v. City of Virginia Beach et al.
Case No.: 2:21-cv-341

Dear Mr. Reichert and Mr. Lynch,

Thank you for the opportunity to meet your needs for litigation in federal court related to Case No.: 2:21-cv-341. My work to date included entering an appearance on behalf of Mr. Reichert, filing and defending motions practice to create privilege log and defend production of documents to subpoenas. On December 20, 2022, you asked me to review and revise the settlement agreement between the Estate of Donovan Lynch and the Defendants. Enclosed is a statement of services rendered responsive to that request.

On December 26, 2022, the Estate fired its counsel for failure to negotiate terms of a settlement agreement. You ask me to substitute as counsel of record for the Estate in addition to my appearance on behalf of Mr. Reichert. This letter is meant to capture and preserve all of our understandings related to an agreement with the law firm to render professional services for this matter, 2:21-cv-341, and all others known as of this date.

SCOPE OF REPRESENTATION

You seek professional services as counsel of record for the Estate in addition to any ongoing services as counsel of record for Mr. Reichert. The parties acknowledge a potential conflict of interest and waive any conflict after deliberate thought and a chance to confer with outside counsel about the risks of waiving any conflict of interests. The Estate must litigate the enforcement of its settlement with the Defendants and negotiate or litigate quantum meruit attorney fee liens from Anchor Legal Group, Martin Law PLLC, and Justin Fairfax to enter a final disbursement order approved by the Court. The

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parties acknowledge a potential conflict of interest with this firm litigating against Anchor Legal Group due to an existing relationship between the principals of this firm and Anchor Legal Group as mutual referral sources co-counsel for pending litigation.

You seek to engage this law firm to protect your interests against Defendants in settlement or litigation and against attorney fee lienholders for disbursement proceeds. This agreement does not include any appellate services to appeal or resist an appeal.

LAW FIRM OBLIGATIONS

The law firm will provide competent, prompt, and diligent representation. The law firm will maintain communication concerning the representation and it will keep in confidence privileged information learned during representation. The law firm will make decisions related to your case, such as degree of cooperation with opposing counsel for scheduling issues, that do not impair or injure your position in the case.

CLIENT OBLIGATIONS

The client will provide access to property, business, and other records necessary for the firm to undertake effective representation. The client will communicate during the representation and will fulfill obligations to the firm such as reimbursement of costs.

ATTORNEY'S FEES

The firm requires a retainer in the amount of five thousand dollars (\$5,000.00) and will bill at special rates for your representation. The firm will bill at discounted rates of two hundred and fifty dollars (\$250.00) per hour for all attorneys and seventy-five dollars (\$75.00) for staff on all task matters. Upon the firm's request, the client shall pay any additional retainer deposits to pay legal fees and costs required to perform this contract. If this matter does not settle as agreed at mediation and the case is set for trial by jury, the parties agree they need another written agreement to litigate 2:21-cv-341 to a jury verdict.

COSTS AND INCIDENTAL EXPENSES

The client agrees to pay all costs incidental to the representation such as printing, postage, couriers, research or data services, subpoena service fees, exhibit preparation, or filing fees, and court reporter fees. To the extent outside expert witnesses are required as part of the representation the client agrees to contract with third parties on its own behalf. The law firm can refer you to qualified third parties and arrange contact as appropriate if necessary. The client agrees to make on-time payments to any retained third parties to prevent interruptions in work that may threaten compliance with litigation deadlines.

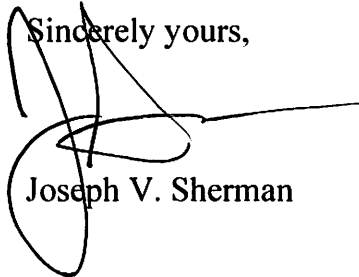
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TERMINATION

The client may terminate this agreement at any time and for any reason. If you discharge the law firm, then the law firm reserves the right to charge a fee for the value of its services rendered to date of discharge. The law firm may terminate this agreement for any reason consistent with the Virginia Rules of Professional Responsibility.

This engagement letter contains all agreements between the parties and can only be modified by another written agreement signed by all parties. Please endorse this letter acknowledging acceptance of these terms and return the required retainer to initiate work.

Sincerely yours,



Joseph V. Sherman

Date: 12/27/2022

Wayne B. Lynch
Estate of Donovan W. Lynch

By: Wayne Lynch
Its: Administrator

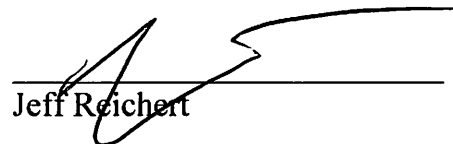
Date: 12/27/22



Estate of Donovan W. Lynch

By: Jeff Reichert
Its: Attorney-in-fact

Date: 12/27/22



Jeff Reichert